

1871-003 Chancery Causes: Admin. of George H. Haskins vs. Robert Thompson &  
Lee Co.

CA-Debt

T-Property



To the Honorable Henry J. Morgan Judge of  
the County Court of Lee County.

Your orator William Haskins, humbly com-  
plaining sheweth unto your Honor, that he is  
the administrator of the estate of one George  
H. Haskins, who lately departed this life in-  
testate; and that in the due course of ad-  
ministration, there came to his hands among  
other things two bonds, the first executed  
by Robert Thompson, on the 24<sup>th</sup> day of August  
1866, to the said George H. Haskins, by which he  
bound himself to pay to the said George H. Haskins  
three years after the date thereof the sum of  
two hundred & twenty dollars, <sup>and this sum</sup> ~~as~~ was to bear  
interest twelve months after date - On this  
note there was made the following payments  
to the said intestate before his death - and the  
same is inclosed on said bond \$37. paid  
September 17<sup>th</sup> 1869, \$95. 48<sup>cts</sup>. paid 23<sup>rd</sup> day of  
December 1869, the ~~existence~~ of said note or  
bond is now except the credits aforesaid  
wholly unpaid, & due to your orator -  
which said <sup>bond</sup> is herewith filed marked  
A and prayed to be considered with this  
bill - The other writing obligatory was on  
the 24<sup>th</sup> day of December 1866, executed  
by the said Robert Thompson to the said  
George H. Haskins, by which said last mentioned  
writing obligatory the said Thompson bound  
himself to pay to the said Haskins four  
years after the date, the sum of two hun-  
dred & twenty dollars, which was also to  
bear interest from ~~the~~ after twelve months  
from the date - thereof -



This last mentioned bond, which is herewith  
filed marked B. as a part of this <sup>bill</sup>, was not  
nor was any part thereof ever paid to  
the said George H. Haskins in his life-  
time, or to your orator since his death, but  
the same is now due to your orator -

Your orator now alleges that the two bonds  
were executed for a certain tract or parcel  
of land situate in this County containing about  
acres and properly described in a  
copy of a deed to the said Haskins here-  
with filed marked C. The said Haskins did  
not during his life convey said lands but  
retained the legal title thereto, thereby retaining  
the vendors lien, thereon, for the payment  
of his purchase money, a part of which  
the aforesaid bonds are - The object of this  
bill therefore, is to assert the vendors lien on  
said land for the amount of the bonds aforesaid  
subject to the credits as aforesaid, & to  
obtain on a final hearing a decree, rendered  
against the said Thompson for the amount thereof  
& on his failure to pay the same then that  
so much thereof as may be necessary he  
shall be compelled to pay the same. His prayer therefore  
is that, that the said Thompson <sup>and those with him</sup> be made a  
party defendant to said bill, and answer  
the same on oath, that a decree be rendered in  
conformity with the object of this bill; and  
for all ~~such~~ other further & general relief  
may seem proper issue &c.

Hagan & Videmore  
for complainants

Your petition  
The heirs of the plaintiffs intestate are, Mary Johnston  
formerly Haskins wife of James Johnston, Lucy  
Woods formerly Haskins wife of William  
Woods, John Haskins, Leticia Haskins  
James Haskins and Robert Haskins. The last  
named four are infants and for  
whom it is prayed that a guardian  
ad litem be appointed who will answer  
for them



6.50  
 2.15.00  
 5.50  
 1.100

WHP 1454

William Hoskins, admt

vs Bill Chy

Robert Thompson

Exhibits A.B. filed

1871 Jan. Bill filed & read  
 " Feb. 2nd. 1st. N.  
 " March 1st. 2nd. N. cause set  
 " March 1st. 3rd. N. Plaintiff  
 " April 1st. 4th. N. continued  
 " June 1st. 5th. N. continued  
 " Oct. 1st. 6th. N. continued  
 " Dec. 1st. 7th. N. continued  
 " Dec. 1st. 8th. N. final.

Pipe costs  
 6. 6.75  
 2. 15.00  
 8. 50  
 7. 1.00  
 1. 1.00  
 \$ 24.45

Bottle costs 6. 1.71



Three Weeks after date I promise to pay to George W. Hastings  
the sum of Two Hundred & Twenty dollars for value received of  
him as witnessed by my hand and seal Aug. 24<sup>th</sup>. 1866. This note is  
given for land bearing interest twelve after dates

Thos.  
J. McNeil  
2 Madison Street  
New York



Robert Thompson Cash  
his X mark



On the within  
note \$37.00  
paid this 17 day  
of September  
1869

On the within  
note \$54.80  
paid this 28 day of  
December 1869

~~\$54.00~~  
Robt Thompson  
Ct  
A

Four Weeks after date I promise to pay to George M. Hopkins the  
Sum of Two Hundred & Twenty dollars for Value Received of him, as  
witness my hand & Seal August 24<sup>th</sup> 1866. This Note is  
given for land bearing interest twelve months after date.

Robert Thompson Seal  
his X Mark

Wm. McNeil  
Endorsed Fully  
his Mark





~~\$220,00~~  
Robt B Thompson  
S. S. Soto



To the Honorable Henry J. Morgan, Judge of the County Court of Lee County, the answer of Robert Thompson to a bill in Chancery filed against him in said Court by William Hoskins administrator of George H. Hoskins, dec'd., respectfully shews:

That this respondent, assuming now and at all times hereafter all just & proper exceptions to the Compl't's bill, yet for answer thereto, or to so much as it is material he should answer, he says: That it is true he executed the two writings obligatory in the Compl't's bill described & filed as exhibits therewith, and that they were executed to the Compl't's intestate <sup>then living</sup> for a part of the purchase money of a tract of land bought at the time of their date from Compl't's intestate. This respondent contracted to pay said George H. Hoskins for said land the sum of \$1500.00 all of which he has paid to said George H. Hoskins in his lifetime except what remains due upon said <sup>two</sup> notes — when they shall be paid, the whole amount of said purchase money will be fully paid. This respondent is justly entitled to the credits endorsed on the note payable ~~four~~ <sup>three</sup> years after date, but he is also entitled to further credits which are not so endorsed for payments made on account of said notes, which amount to about \$160.—, of which he will file an account and make proof. The said payments are more than enough to discharge the said note payable three years after date, & there will be a surplus, which must be applied to the remaining note — so that in fact only the note due four years after date is now due, subject to a credit for said surplus.

This respondent is willing, and able, to pay the just balance of said purchase money whenever <sup>he can get</sup> a good title to the land so purchased. When the said George H. Hoskins sold said land to this respondent, he executed a bond to respond<sup>t</sup> binding him to convey a good title thereto, with covenants of general warranty.



when the purchase money should be paid, which bond  
is herewith filed as part of this answer marked (M.) It  
will be seen, on reference to said bond & notes, that the  
said bond & notes were executed, & his said purchase made,  
on the 24<sup>th</sup> August 1866. In the following month of September  
1866, George Hoskins senr., <sup>who had conveyed said land to his son,</sup> the father of said George H. Hoskins,  
filed his bill in the Circuit Court of Lee County, the object  
of which was to rescind the contract with his said son and  
set aside and annul said deed of conveyance for said land.  
That Chancery suit is yet pending in said Court & undetermined.  
This respondent is therefore unwilling, in the present condition  
of the title made by said Chancery suit, to pay any more  
money on account of his said purchase, until the doubt  
about the title shall be wholly removed — indeed he fears  
that he may already have paid too much. If the said Chancery  
suit should be decided in favor of said George Hoskins senr.  
and the said deed set aside & annulled, this respondent cannot  
get any title to said land; and he is advised, that under these  
circumstances a Court of Chancery will not compel him to  
pay money for which he may get nothing, nor until the said  
Circuit Court shall so adjudge in said suit, that this respondent  
can get a good title.

Having thus fully answered the compelt bill, he prays to  
be hence dismissed with his costs.

John T. [unclear], for asst.

The foregoing business was reviewed before me by Robert  
Hempson This February 22nd 1871.

James H. Orr, Clerk.



Robert Thompson

ads } Answer

Wm Hopkins adm.

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Ed. March Rules, 1871.

James H. Merrill

"



The Joint Answer of Robert Hopkins James Hopkins  
Lucinda Hopkins and Martha Hopkins infants  
by Peter & Johnston Their guardians ad litem,  
And James Johnston and Mary his wife  
William Woodson and Lucy his wife  
defendants in a Chancery cause pending in  
in this Court instituted by William Hopkins  
administrator of the estate of George Hopkins  
against These respondents and Robert Thompson.

These respondents say That they believe the  
statements made in the bill in said cause  
to be true and urge no objection against  
the object sought to be effected. The only object of the  
Complainant being to obtain the payment of the purchase money contracted  
to be paid by Robert Thompson to their dead father for the land  
in the bill mentioned, these <sup>adult</sup> respondents are satisfied with the sub-  
stitution of James J. Gibson instead of said Thompson for the payment  
of the said purchase money, and are willing that the said money  
be ~~once~~ conveyed to said Gibson, and such persons as he  
may direct, - as that arrangement makes the payment of the purchase  
money perfectly secure, which is all they want; and the minor respon-  
dents, not perceiving that they can be injured thereby, have advised by their  
Guardian ad litem to assent thereto.

Having thus fully answered said bill, they pray to be heard & dismissed  
therein.

Johnston, for depts

Guardian of inf. depts

Subscribed to before me this the 18th day of December 1871.

James W Orr Clerk.



Robert Hastings doctors

acts { answer

Mr Hastings admintr

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1871 Dec 19th Filed.



Wm Hoskins admt. &c. vs. Robert Hoskins & al. - Chy.

Peter C. Johnston, the Commissioner appointed by the same Court  
to make the conveyance therein directed  
entered in this cause, this day filed in the cause a deed, executed by  
him as such Commissioner, and duly acknowledged for record, by which  
the tract of land in said decree mentioned is conveyed to Zachariah  
S. Gibson and Josephus N. Gibson according to the written direction of James  
J. Gibson under his seal filed in this cause; And the said decree having been  
made by the consent of the parties, and they desiring immediate & final action  
in this cause, and the said deed being inspected ~~and~~ by the Court, the same is  
approved & confirmed, & ordered to be recorded; And it is ordered & decreed,  
that in accordance with his obligation under his seal filed in this cause,  
James J. Gibson pay the costs of this suit: and the cause is <sup>ordered to be</sup> stricken from  
the docket.



Wm Hoskins adm<sup>r</sup> &c.

5. } Final dues

Robt Thompson & al.

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Dec. term. 1871.

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Entered O.B. p 454.

Enter this dues

H. J. Morgan  
Dec. 20th 1871



$\neq$   
(first row)

plentifully in water in his lifetime

Upon motion of the plaintiff Peter C. Johnston  
 is appointed the guardian ad litem of Martha  
 Perkins Lucinda Perkins James Perkins and  
 Robert Perkins, And on his motion their answer  
 is filed and on the answer James Johnston  
 and Mary his wife William Woods and  
 Lucy his wife And thereupon

William Perkins

vs. ~~John~~

Robert Thompson

Dec. Term '71.

Enter this Dec.

W. H. Morgan

Dec. 19-1871

Entered 5:13. p. 4. 57.

873. West A. C.



This Indenture made and Entered Into this 24<sup>th</sup> day of August 1866  
By and between George H. Hoskins of the County of Lee and State of Virginia  
of the one part and Robt Thompson of the County of Blackbourne and State  
of Tennessee of the other part Witnesses.

That the said George H. Hoskins has this day for and in consideration  
of the sum of fifteen Hundred dollars has Bargained and Sold and  
By these presents doth bargain and sell unto the said Robt. Thompson  
a certain tract or parcel of land containing two Hundred acres be  
the same more or less and Bounded as follows to wit, beginning on  
a black Gum and pine on the top of a hill near where Joseph Powell did  
live and corner to Crockett and Sargens on the Virginia line, thence  
with Sargens line N. 40. E. 52 poles to a Spanish Oak thence N. 15. W. 49  
poles to a white Oak, thence N. 40. W. 30 poles to a Bench and horn  
Beam near a branch thence down the Branch N. 65. W. 90 poles to  
the Creek, thence down the Creek to Johnsons line and with the  
same to Virginiess line and with the Winans line to John Graciers  
line, and with his line to a White Oak on a ridge Crockett and  
Graciers corner, and with Crockett line South 80 East 81 poles to  
a spruce near the Spring in the ball hollow thence S. 70. E. 54 poles  
to a white Oak, on the Virginia line thence with the same due East  
48 poles to the beginning, One acre and one pole including the spot where  
H. C. Winans machine now stands which is sold to said Winans.  
And the said George H. Hoskins agrees to Give to the said Robt  
Thompson this title Bond for the above described boundary of land  
and when the said sum of fifteen hundred dollars is in hand paid  
to the said Hoskins by the said Robt. Thompson, then the said Hoskins  
agrees to Give to the said Thompson a good and Valid Warranty deed  
defending the title to the said land from any claimants whatsoever  
In the presence whereof the said George H. Hoskins has hereunto put his  
Name and affixed his seal the day and Year above written.

G. H. Hoskins

Robt  
Thompson  
his X Mark  
Wm McNeil





Wm. H. Thompson  
Little House  
to  
Wm. H. Thompson

(m.)

Wm. H. Thompson  
to  
Wm. H. Thompson

for value received of him we give the within Bond  
to James P. Gibson Feb 22. + 27 of November  
1871  
Robert H. Thompson  
Mark  
Mertilda Thompson  
Mark



This Indenture made and entered into this 24th day of August 1866 by and between George H. Haskins of the County of Lee and State of Virginia of the one part, and Robert Thompson of the County of Claiborne and State of Tennessee of the other part Witnesseth that the said George H. Haskins has this day for and in consideration of the sum of fifteen hundred dollars has bargained and sold and by these presents doth bargain and sell unto the said Robert Thompson a certain tract or parcel of land containing two hundred acres be the same more or less and bounded as follows to wit, beginning on a black Oak and pine on the top of a hill near where Joseph Parnell's line and corner to Crockett and Sanzera on the Virginia line, thence with Sanzera's line N 40 E 52 poles to a Spanish Oak thence N 15 W 49 poles to a white Oak, thence N 40 W 30 poles to a Beach and horn beam near a branch thence down the branch N 65 W 90 poles to the creek, thence down the creek to Osilews line, and with the same to Wiernans line, and with Wiernan's line to John Grasclase line, and with his line to a white Oak on a ridge Crockett and Grasclase corner and with Crockett's line South 80 East 31 poles to a poplar near the spring in the Ball hollow thence S 70 E six poles to a white Oak on the Virginia line thence with the same due East 48 poles to the Beginning, One acre excepted including the seat where W. B. Wiernan's machine now stands which is sold to said Wiernan, and the said George H. Haskins agrees to give to the said Robert Thompson this his title bond for the above described boundary of land, and when the said sum of fifteen hundred dollars is in hand paid to the said Haskins by the said Robt Thompson, then the said Haskins agrees to give to the said Thompson a good and valid warranted deed defending the title to the said land from any claims whatsoever. In testimony whereof the said George H. Haskins has hereunto set his name and affixed his seal the day and year above written.

G. H. Haskins (seal)

Test  
Goodrich Smith  
his x mark  
Wm McNeil

(, serge H. Hasbrouck  
Lg Little Band  
(3)  
Robert Thompson



I desire and direct, that the tract of land described in the  
title bond executed by George H. Hoskins to Robert Thompson and assigned  
to me, shall be conveyed to my two sons Zachariah S. Gibson & Joseph  
N. Gibson, ~~except so much thereof as lies north of Indian Creek, which~~  
~~I direct to be conveyed to Thomas S. Gibson.~~ Witness my hand & seal  
December 18<sup>th</sup> 1871 - And I hereby bind myself, my heirs, &c. to pay to  
William Hoskins admr. of George H. Hoskins decd. the balance of the  
purchase money due for said land from Robert Thompson, & the costs  
of the Chancery Court suit in the County Court of Lee brought by said  
William Hoskins admr. as aforesaid against said Thompson to enforce  
the payment of the purchase money. W

J. S. Gibson Esq



Jos. J. Gibbon  
bond & direction



The Commonwealth of Virginia,



TO THE SHERIFF OF LEE COUNTY---GREETING:

WE COMMAND YOU TO SUMMON

*Robert Thompson*

to appear before the Judge of our County Court for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for said Court, on the *first* Monday in *February* next, to answer a bill in Chancery, exhibited in our said Court, against *him* by *William*

*Haskins Administrator of the Estate of George H Haskins Deed.*

And have then there this writ. Witness, *James N Orr* JOHN B. WEST, Clerk of our said Court, at the Court-House, this *5<sup>th</sup>* day of *January* 187*0*, in the *95<sup>th</sup>* year of the Commonwealth.

*James N Orr* Clerk.



William Heskine 174 v. 10  
- 80

vs Spain in Chy

Robert Thompson

February Rules 1811.

January 19<sup>th</sup> 1871.

Executed by delivering  
To Robert Thompson  
an attested office  
copy of the within writ.

Thos J. Brown, D.S.  
for Charles P. Hambley, D.I.C.

(Tax paid)